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AD 15850

A G R E E M E N T

BETWEEN THE

SUPERINTENDENT OF SCHOOLS

OF THE

CITY SCHOOL DISTRICT

OF THE

CITY OF ONEIDA

AND THE

ONEIDA ADMINISTRATORS' ASSOCIATION

July 1, 2008 to June 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOV 22 2010

ADMINISTRATION

ARTICLE I

PREAMBLE

In keeping with the provisions of the Public Employee's Fair Employment Act of the State of New York (Civil Service Law, Article XIV); and, as a means of encouraging and increasing the effective and harmonious working relationships between the Superintendent of Schools of the City School District of the City of Oneida, hereinafter referred to as the District, and its full-time professional administrative and supervisory employees, who are herein recognized as members of the Oneida Administrators' Association, hereinafter referred to as the Administrators' Association, the District and the Administrators' Association do hereby enter into this Agreement.

ARTICLE II

INTENT

The purpose of this agreement is to continue the harmonious relationship that has existed between the District and its administrative staff members, to continue the support and loyalty of the administrative team to the District, and to continue to enable all parties to work towards the betterment of education within the Oneida City School District.

More specifically, the intent of this agreement is to establish mutually agreeable rates of pay, and other mutually satisfactory terms and conditions of employment.

ARTICLE III

RECOGNITION

The District hereby recognizes the Oneida Administrators' Association as the exclusive agent and representative for full-time administrative and supervisory personnel subject to certification by the Commissioner of Education in the City School District of the City of Oneida, New York with the exception of the Superintendent, the Deputy Superintendent, the Assistant Superintendent and the School Business Administrator.

The District will discuss proposed changes in job descriptions or assignments of a bargaining unit member with the President of the Association and any individuals affected by the potential change. Written input from the President, representing the unit, and the individual involved will be presented to the Board of Education for review prior to any established positional or job description change.

ARTICLE IV

SALARY

A. Bargaining unit members' salaries shall be increased by 4% for the 2008-09 school year, by 4% for the 2009-10 school year, and by an additional 4% for the 2010-11 school year. The salaries for each position are set forth in Appendix A.

Administrators with four or more years teaching experience in the District prior to his/her appointment as an administrator shall, upon the start of the 4th year of administrative service, receive a \$2,000 increase in his/her salary.

B. LOCAL SERVICE INCREMENT

OAA members shall be eligible to receive a Local Service Increment, based upon years of service as an administrator in the Oneida City School District, beginning in the year set forth hereafter:

	<u>July 1, 2008</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
In the 6 th year	1,600	2,000	2,400
In the 12 th year	2,800	3,200	3,600
In the 18 th year	4,000	4,400	4,800
In the 23 rd year	5,200	5,500	6,000

ARTICLE V

ENTRY LEVEL SALARY GUIDELINES

The figures set forth below are intended as guidelines for minimum entry level salaries for the positions specified.

	<u>July 1, 2008</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
High School Principal	82,557	85,860	89,294
High School Ass't. Principal	71,833	74,706	77,694
Middle School Principal	81,100	84,344	87,718
Elementary Principal	75,714	78,743	81,892
School Psychologist	63,169	65,695	68,323

The actual hiring rate shall be determined by the District and shall be based upon the candidate's experience and qualifications.

ARTICLE VI

INSURANCE

A. A comprehensive Health Insurance Plan providing hospital, doctor and other medical benefits will be made available to all bargaining unit employees with 100% less one dollar of the cost of such insurance coverage of the employee being paid by the District and 80% of the cost of the coverage for dependents of the employees under a standard "family type" plan being paid by the District. Bargaining unit employees wishing to participate on an individual basis shall contribute one dollar towards the cost of the coverage; bargaining unit employees wishing to participate in the dependent coverage shall contribute one dollar towards the cost of the individual coverage plus 20% of the cost of the additional dependent coverage. (Such health insurance program shall also provide, through the major medical component, for reimbursement of 45 outpatient visits for psychological services.)

In addition to health insurance coverage, each participating employee shall receive \$10,000 in term life insurance coverage and \$10,000 in accidental death and dismemberment insurance coverage.

The health insurance plan shall be a fully insured product regulated by the New York State Insurance Department.

The plan shall be the MOH-Blue Preferred PPO provided by Blue Cross Blue Shield of Utica-Watertown through the Madison-Oneida-Herkimer Health Care Consortium. The plan documents detailing the benefits and related information shall be signed and dated by the parties to this collective bargaining agreement and shall be incorporated herein by reference. Unless agreed to in a signed written memorandum of agreement between the OAA and the District, there shall be no change in any aspects of the plan, written and unwritten, including but not limited to such matters as benefit levels, enrollment eligibility and administrative features that directly impact upon covered individuals.

For out of network benefits there shall be an annual \$100 individual deductible and a \$300 deductible for family. The out of pocket annual maximum for an individual is \$1,000 and \$2,500 for the family.

Prescription drug coverage shall also be provided. The co-payment on prescription drugs shall be increased to \$10.00 for generic and \$20.00 for brand drugs. The co-payment for mail order shall be the same as at the retail pharmacy; however, the mail order prescription shall be for a three-month supply with one co-payment. Medicare eligible insureds shall continue to have their prescription drug coverage provided the same as those who are not Medicare eligible.

Effective as of January 1, 2010 a three tier prescription co-payment plan shall be implemented. The co-payment for Tier 1 (generic drugs) shall be \$10; the co-payment for Tier 2 drugs shall be \$20.00 and the co-payment for Tier 3 drugs shall be \$35. The co-payment for a

90 day (or mail order) supply shall be two times the thirty (30) day co-payment applicable to the appropriate Tier of the drug. Medicare eligible insureds shall continue to have their prescription drug coverage provided the same as those who are not Medicare eligible.

For the period January 1, 2010 through June 30, 2010, for all prescription drug co-payment costs in excess of the levels for the 2007-08 school year, as set forth more specifically below, the employee shall annually be responsible for the first \$50 co-payment costs in excess of the 2007-08 contribution for individual coverage or for \$100 costs in excess of the 2007-08 co-payment cost if the employee has family/dependent coverage (the deductible)¹. More specifically, these amounts are as follows:

30 day Tier 3 drug	\$15	(\$35 current payment - \$20 old payment)
Mail order Tier 3 drug	\$50	(\$70 current payment - \$20 old payment)
Mail order Tier 2 drug	\$20	(\$40 current payment - \$20 old payment)
Mail order Tier 1 (generic) drug	\$10	(\$20 current payment - \$10 old payment)

Effective July 1, 2010 for the school year 2010-11, and for each school year thereafter, the employee payment shall be \$100 and the employee payment for family/dependent shall be \$200².

For any co-payment costs in excess of the deductible for a given school year, the District shall reimburse the employee 100% of the additional cost. Reimbursements shall be made quarterly.

The District shall make available any information and provide copies of any documents concerning the operation of the MOH Health Care Consortium, its health plans, its financial conditions and any matter pertinent to the subject as may be requested by the Oneida Administrators Association. The Superintendent will notify the OAA president in advance of any MOH Board of Directors meeting to provide a copy of the minutes of such meetings.

B. The same Health Insurance Plan, with the same premium sharing arrangement, will be available to the retired members of the bargaining unit who have been employed by the District for a period of not less than ten (10) years and who have actively participated in the Health Insurance Plan immediately preceding their retirement. Any employee who meets the

¹ For the family co-payment if any member of the family has such costs in excess of the \$50 individual deductible, such member shall be eligible for reimbursements. When other member(s) of the family have such aggregate costs in excess of an additional \$50, all further costs for all family members will be eligible for reimbursement.

² For the family co-payment if any member of the family has such costs in excess of the \$100 individual deductible, such member shall be eligible for reimbursements. When other member(s) of the family have such aggregate costs in excess of an additional \$200, all further costs for all family members will be eligible for reimbursement.

qualifying years of service in the City School District who elects to vest his retirement benefits must maintain active participation in the Health Insurance Plan throughout the period of vesting with all premium costs being paid by the employee throughout such period of vesting in order to qualify for the premium sharing benefits of health insurance at the time of actual retirement.

C. The Health Insurance Plan shall not be available to employees hired for an anticipated period of employment of six months or less. The Health Insurance Plan shall be made available to the surviving dependent(s) of an employee or retiree who had been employed with the District for ten (10) years immediately preceding the date of death or date of retirement from the District and had participated in the health plan. The surviving dependent(s) must pay the full cost of such continued coverage. The ten (10) year service requirement shall be waived if the death is work related.

D. The Association will participate in a health insurance committee, with representatives from the OSEU and the OTA, to review the present health insurance program. However, no changes shall be made without the written agreement of the District and the Association, which consent shall not be unreasonably withheld.

E. The District shall pay the full cost of individual dental coverage and shall contribute the amount necessary to insure that OAA members contribute the same dollar contribution for dependent dental insurance as members of the Oneida Teachers' Association contribute for the same coverage. Administrators retiring after July 1, 1988 may elect to continue such coverage but will be responsible for the full cost to be paid in a single payment. In addition, the District shall provide for wisdom teeth removal cost at UCR rates if such a rider is available.

It is understood that the Oneida Teachers' Association has the right to operate a self-funded plan at any time on or after January 1, 1993. At the time that the plan commences, if it does, it is further understood that other District administrators, including OAA members, may participate in the program. If they elect to do so, a representative designated by the Oneida Administrators Association shall have the right to attend all meetings of the plan's board and participate fully in all discussions, but without the right to vote upon any issues.

F. The District shall provide a fully paid group vision plan for individual and family. The plan shall provide an annual benefit through Davis Vision under the plan design called "Designer Gold". Those who have been employed by the District for a period of not less than ten (10) years shall receive this fully paid benefit in retirement. (This plan will be extended to current retirees as well as prospective retirees.)

G. The Oneida City School District agrees that it shall defend, hold harmless, and indemnify all administrators from any and all claims, suits, actions and legal proceedings brought against any administrator in his/her individual capacity or in his/her official capacity as agent and employee of the District, providing the incident arose while the administrator was acting within the scope of his/her employment. The above is to be consistent with Sections 3023 and 3028 of the Education Law and they will govern the extent of the District's liability with regard to insurance matters.

H. Furthermore, for the term of this agreement, the Board of Education will purchase \$50,000 of life insurance for each member of the administrative unit. This is to be in addition to the insurance that is already provided to all professional employees as part of the existing health insurance program and is to be an extension of the present comprehensive insurance program provided and selected by the School District.

I. The District shall provide, through a mutually selected carrier, a disability income protection program which shall provide a benefit equivalent to two-thirds (2/3) of any employee's pay to begin after a waiting period of 180 days or until expiration of an employee's accumulated sick leave, whichever is greater. Such payment shall continue until an employee reaches the age of 65, but it is understood that an employee must apply to Social Security and the Teachers Retirement System for any benefits they provide if the employee shall be so disabled as to be precluded from returning to employment.

J. A flexible spending plan providing for premium payments, dependent care, and unreimbursed medical expenses shall be provided by the District. This plan shall include the expanded plan year provisions allowing participants to expend monies beyond the plan year, as currently approved by federal regulations. Reimbursements shall be made at least twice monthly. BOCES shall be the administrator. Any changes in operating procedures must be jointly determined by the OAA and the District.

ARTICLE VII

PAYROLL DEDUCTIONS

Payroll deductions for such purposes are listed herein will be available to the Administrators upon completion of appropriate payroll deduction authorization notices:

- ASSOCIATION DUES
- CREDIT UNION PAYMENTS
- HEALTH AND DENTAL INSURANCE PREMIUMS
- TEACHER RETIREMENT LOAN PAYMENTS
- TAX SHELTERED ANNUITY PAYMENTS TO RECOGNIZED ANNUITY FIRMS
- COMMUNITY CHEST

... And, to the United States government for the purchase of savings bonds, should sufficient interest among administrators (approximately 10%) be evidenced.

ARTICLE VIII

WORK YEAR - VACATION ENTITLEMENT

Members of the Administrative Unit are employed for varying terms: 10 months, 11 months, and 12 months ... and will receive an annual salary for their specific assignment. A definition of each such term of employment follows:

All 10-month administrative employees are required to work from September 1 through June 30, but are entitled to take seventeen (17) paid vacation days and twelve (12) paid holidays between the first and last days of the instructional calendar.

All 11-month administrative employees shall be required to work the same calendar as 10-month administrative employees and have the same paid holiday and vacation entitlement as 10-month administrative employees. In addition, these employees will be required to work twenty-two (22) days during the summer months.

All 12-month administrative employees shall be required to work from July 1 through June 30, except for recognized employee holidays and twenty (20) paid vacation days.

NOTE:

1. Earned vacation time may be taken at any time when school is not in session. Exceptions to this practice for vacation absences of short duration must have prior approval of the Superintendent of Schools.

2. Vacation entitlement during the first year of employment shall be prorated on the basis of twenty (20) paid vacation days per full year of employment.

3. Any administrator who does not utilize his/her full vacation entitlement in a given year will be allowed to either:

- (a) Carry over a maximum of five (5) unused vacation days into the next school year; or
- (b) Convert a maximum of ten (10) unused vacation days to sick leave days and increase the administrator's personal sick leave accumulation by such amount.

In no event shall any Administrator ever be entitled to more than twenty-five (25) vacation days in any school year.

In the event any Administrator has fifteen (15) or less unused vacation days at the conclusion of the school year, (s)he may elect to use a combination of (a) and (b).

ARTICLE IX

LEAVES

A. SICK LEAVE

1. Members of the Administrators' Unit will be allowed sick leave for personal illness or for illness in the immediate family (spouse, child or parent) without loss of salary, in accordance with their terms of employment:

12 days per year	10 month employees
13 days per year	11 month employees
14 days per year	12 month employees

Accumulation of unused sick leave shall be without limit.

2. Administrators commencing employment subsequent to the start of the school year shall receive a prorated sick leave allowance, such proration being at the rate of one (1) day per month of employment between the starting date of employment and June 30 of the particular fiscal year, and the prorated number of days shall be computed and credited to the sick leave record of the administrator at the beginning of the month in which the administrator commences employment.

3. Each administrator will be provided with a statement of available sick leave at the beginning of school each year. Such statement will include accumulated sick leave from prior years and the sick leave entitlement for the current year.

4. Each administrator will provide the Superintendent as much advance notice of absence covered by sick leave as circumstances permit. If an administrator is absent for a period of three (3) or more consecutive days, charging such absence against his sick leave, (s)he may be required to furnish a doctor's certificate substantiating the illness and inability to work. The District may require the filing of medical certificates by an administrator during an extended absence covered by sick leave policy, or for absences charged to sick leave on one or more successive days immediately preceding or immediately following a school holiday or vacation period.

5. In any instance whereby payment for absences covered by Workers' Compensation or other form of insurance provided in whole or in part at the expense of the school district is received, the administrator receiving such payment must report the same to the District which will pay the administrator only the difference between such insurance recovery and regular salary payments due for the period of the absence.

6. Sick leave may be used for pregnancy related disability, but only for a period of actual disability as certified by the administrator's physician.

7. Paid sick leave will be granted to any employee during the period of an unpaid leave of absence.

B. EXTENDED UNPAID LEAVE OR ABSENCE

1. Bargaining unit employees shall have the right to an extended unpaid leave of absence for child care of family purposes. Such leave may be for up to one (1) year, terminating on a date coincidental with the end of either the first semester or the end of the school year. Extensions of the leave shall be granted for up to an additional year if the request for the extension is due to a medical problem as certified by a physician. Extension request for other reasons shall be reviewed by the Superintendent and the Board of Education who shall have sole discretion as to whether or not the extension will be approved.

Employees may request extended unpaid leaves of absence for reasons other than child care of family purposes. Such requests will be reviewed by the Superintendent and the Board of Education who shall have the sole discretion as to whether or not they will be approved.

2. Notice of, or request for, such leaves must be submitted, in writing, to the Superintendent at least thirty (30) days prior to the beginning date of the requested leave. Such written request shall state the reason therefor and the duration of such leave.

3. Administrators on an extended unpaid Leave of Absence shall give ninety (90) days written notice to the Superintendent of their intent to resume employment at the termination of the leave. Administrators intending to return at the opening of school in September shall give such notice of their intention by April 1 of the prior school year. Failure to report for duty upon the expiration of an unpaid Leave of Absence shall be deemed a resignation.

4. No employee benefits based on length of service shall be deemed to accrue during the period an employee is on such unpaid Leave of Absence, nor shall any employee be entitled to paid sick leave during the period of such Leave.

5. All employee benefits earned by the Administrator prior to such leave shall remain in effect during the period of such leave and shall not be diminished upon the return of the Administrator to active service as a result of such leave.

6. Health insurance premiums or any other benefit paid in full or in part by the District must be paid in full by the administrator during the period of such leave.

7. Up to ten (10) additional days may be used from an administrator's accumulated sick leave in the event of an adoption of a child.

C. SERIOUS SICKNESS OR DEATH IN IMMEDIATE FAMILY

1. Each administrator shall be granted up to ten (10) days of leave with full pay for each instance of serious sickness or death in immediate family.

a. Serious sickness in immediate family is considered to be only that which is of critical or terminal nature or other such instances whereby the attendance of the employee to the affairs of the sick family member is required. All cases are to be substantiated by the immediate supervisor.

b. The immediate family shall be identified as spouse, parent, guardian, sister, brother, and children.

2. Each administrator may be granted up to five (5) days leave with full pay for each instance of serious sickness (as defined in Section C.1.a. above) or death for the employee or his or her spouses, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. If additional days are required, the employee may use up to five (5) accumulated sick days for each instance.

3. Each administrator may be granted one (1) day leave with full pay to attend the funeral of the administrator's or his/her spouse's other relatives defined as follows: aunt, uncle, nephew, niece, cousin, grandparents, grandchildren.

In the event an administrator needs additional days and his/her personal days have already been utilized that year, the employee may utilize his/her sick leave days for attendance at the funeral, but shall not be on a paid leave for more than four (4) days totally for the funeral.

D. JURY DUTY

1. Administrators called for jury duty will be allowed to fulfill this civic obligation at no loss of pay. For such days on which the bargaining unit employee serves on jury duty, the District will pay the difference between the compensation received for jury duty and the regular daily rate for the employee.

2. Administrators serving as a member of a panel of jurors will be expected to report to work at the school district on any day in which he/she has been excused from jury duty for that day by 11 a.m., returning to work in a timely manner so as to be available for duty at or immediately following the lunch period.

E. SABBATICAL LEAVE

1. Administrators shall be entitled to Sabbatical Leave in accordance with existing policy of the Board of Education (Policy No. 4175 as adopted by the Board April 9, 1968, together with any subsequent revisions thereto). Major provisions of the Sabbatical Leave policy are:

- a. Eligibility Requirements: Full-time professional employees, permanently certified, at least seven (7) consecutive years of service to the City School District.

- b. Purpose: Formal study, research, writing, travel, etc.
- c. Compensation: Full pay for one semester; partial pay for two semesters (50% for 7-8 years of services, plus 2% per year to 74% at twenty years service, 75% over twenty years).

2. A copy of the Sabbatical Leave Policy is attached hereto and made a part hereof as Appendix A.

F. SICK LEAVE BANK

1. A Sick Leave Bank shall be established and shall be administered in accordance with the guidelines set forth herein.

2. Each member of the Administrators' bargaining unit may contribute up to six (6) days per year of available sick leave toward the establishment of the Sick Leave Bank, with such contribution being made on appropriate authorization forms to be supplied by the District. At no time may the number of available days in the Sick Leave Bank exceed 100 days.

3. To draw from the Sick Leave Bank, the administrator must:

- a. have made a contribution to the Sick Leave Bank from his/her own available sick leave.
- b. have utilized all current and accumulated Sick Leave entitlement available to him/her.
- c. submit request for use of Sick Leave Bank to Sick Leave Bank Committee (President of the Association, Superintendent of Schools and an additional member appointed by the President of the Association).
- d. provide such medical evidence as may be required at such intervals deemed appropriate by the Sick Leave Bank Committee in order to verify the requested withdrawal.
- e. in no event will an administrator be permitted to withdraw more than sixty (60) days from the Sick Leave Bank for any continuous instance of disability.

G. PERSONAL LEAVE

1. All full-time administrators shall be entitled to three (3) school days of Personal Leave per school year, prorated for part-time employees. Such days may be utilized in half day

(a.m. or p.m.) units or full day units. Any unused Personal days shall be credited to the administrator's Sick Leave account at the end of the school year.

Administrators commencing employment subsequent to the start of the school year shall receive a prorated personal leave allowance, such proration being at the rate of three (3) personal leave days per year for an administrator initially hired to work eight (8) or more months; two (2) days per year for an administrator initially hired to work more than four (4) but less than eight (8) months per year; and one (1) day per year for an administrator initially hired to work for four (4) months or less of such school year.

2. Administrators shall be required to notify the Superintendent or the Assistant Superintendent of their intention of using a Personal Leave day at least three (3) days prior to the date of the Leave, except under unusual circumstances. The purpose of this Leave is to permit an administrator to attend to personal matters that cannot be accomplished during other than normal working hours. Reasons for personal Leave need not be stated for the first two Personal Leave days so taken; reason shall be required for the third Personal Leave day, if taken.

3. Personal Leave may not be taken on days immediately preceding and/or subsequent to scheduled vacations; nor may they be used in any manner to extend a vacation period by being used in conjunction with unpaid leave days. For purposes of this section, vacation shall mean anytime schools are closed for five calendar days or three school days.

ARTICLE X

REIMBURSEMENT OF CERTAIN EXPENSES

A. CONFERENCE ALLOWANCE

Administrators may participate in program-related conferences, workshops, seminars, professional meetings or school visitations upon prior approval of the Superintendent. The Board of Education shall reimburse members of the Administrative Association for the reasonable expenses incurred while attending these approved sessions.

The maximum numbers of individuals to request attendance at state or national conferences is as follows:

STATE	2
NATIONAL	1

Conference attendance should lead to individual growth, but should be of primary benefit to the City School District.

B. ASSAULT ON THE JOB

Any administrator who must be absent from employment as a result of an assault on that administrator occurring as a direct result of the performance of assigned duties will receive full pay during such absence for a period not to exceed one (1) year following the date of such assault. Any extended absence referred to herein must be accompanied by a medical certificate of need. Sick Leave or Authorized Leave entitlement will be reduced as a result of such absence.

The administrator will be reimbursed to the extent of any loss beyond that which is covered from any personal insurance protection of the administrator for the cost of the required medical attention, for replacing or repairing dentures, eyeglasses, hearing aids or any similar bodily appurtenances, or any article of clothing or other personal equipment which may be destroyed, damaged or lost as a result of an assault on the administrator while performing his/her assigned duties.

The limit of reimbursement amount referred to herein for medical treatment or other losses suffered by the administrator will be \$1,000.00.

C. MEDICAL EXAMINATIONS

The District shall reimburse each administrator for the cost (after application of any insurance benefits) of a comprehensive physical examination each year, up to a maximum of \$150.00.

D. PROFESSIONAL DUES

The District shall reimburse bargaining unit members for up to \$250.00 in dues paid to any appropriate professional organization. Such reimbursement shall not be made for any dues in the School Administrators Association of New York State or for dues for any civic organization.

ARTICLE XI

TUITION REIMBURSEMENT

Full time Administrators shall be eligible for reimbursement of education related expenses for satisfactory completion of approved graduate courses at accredited institutions. Full time administrators shall also be eligible for reimbursement of other continuing education related expenses. For this purpose, the District shall establish an accumulative pool of money in the amount of five hundred dollars (\$500.00) per unit member in each year of this agreement. Notice of the intent to seek this reimbursement must be submitted by the Association President to the Superintendent for his review, in writing, prior to May 15 for courses to be taken in the subsequent summer session, September 15 for courses in the fall semester and January 15 for courses to be taken in the spring semester of any year in which this benefit is used. Evidence of

successful completion of the course(s) and of tuition paid therefore must be presented at the filing of the claim for reimbursement. Administrators who have received tuition grants in return for supervising student teachers may also qualify for this benefit.

For other continuing education related expenses, an outline of anticipated related expenses should be presented in writing to the Association President and the Association President will provide a copy to the Superintendent following receipt of these anticipated expenses. This decision will be made jointly by the Association President and the Superintendent based upon factors including, but not limited to, the number of requests and opportunities become available. Any requests for reimbursement for these opportunities will be considered on a case by case basis. Prior approval of these opportunities is necessary for reimbursement. Evidence of attendance and completion of these opportunities must be presented at the filing of the claim for reimbursement.

ARTICLE XII

GRIEVANCE PROCEDURE

SECTION I - Definition

A grievance shall mean any claimed violation or misinterpretation of the provisions of this agreement.

SECTION II - Procedures

A. All grievances shall be set forth in writing and must contain the following information:

1. The specific provision of the agreement allegedly violated.
2. The time when and the place where the alleged events or conditions constituting the grievance existed.
3. The identity of the party responsible for causing the events or conditions.
4. Witnesses to the grievance, if any.
5. A general statement of the nature of the grievance.
6. The remedy sought.

B. All grievances must be submitted within seven (7) school days of the time the administrator knew, or should have known, of the event or condition on which the grievance is based, otherwise the administrator will be deemed to have waived the right to file the grievance.

SECTION III - Processing a Grievance

A. Stage I - Superintendent of Schools

1. All grievances shall be submitted in writing in the Superintendent of Schools in accordance with Section II.B.
2. Within five (5) school days of receipt of the written grievances, the Superintendent shall meet with the grievant to attempt to resolve the grievance.
3. Within five (5) school days after said meeting, the Superintendent shall give his answer in writing to the grievant, within a copy of the answer to the Association.

B. Stage II - Board Committee

1. If the grievant is not satisfied with the answer of the Superintendent, he may submit the original grievance, together with the response of the Superintendent, to the President of the Board of Education who shall, at the next regular Board meeting, appoint a three member committee to review the grievance.
2. Within five (5) school days after the appointment of the committee, the committee will meet with the Superintendent or his designee, and the grievant, and a representative of the Association, if requested by the grievant, to discuss the grievance. The Board Committee shall, within five (5) school days after such meeting, submit to the President of the Board of Education, and the grievant, the findings and recommendations of the committee.
3. The grievant and the Association, if not satisfied with the recommendations of the committee, may proceed to Stage III, or at their option, go directly to Stage IV for a final determination by the Board of Education.

C. Stage III - Advisory Arbitration

1. If the grievant and the Association are not in agreement with the findings and recommendations of the board committee, the Association shall, within ten (10) school days after receipt of the recommendations of the subcommittee, notify the Public Employment Relations Board in accordance with Part 207 of the Rules and Regulations, of the need for an arbitrator to be appointed to review the grievance. The parties agree that Part 207 of the Rules and Regulations of the Public Employment Relations Board shall govern all advisory arbitration proceedings.
 - a. The arbitrator shall conduct a hearing at which time the Superintendent of Schools and the grievant, through the Association, shall have full opportunity to present its position to the arbitrator. Each party may, upon request, submit a post hearing brief to the arbitrator.

b. The arbitrator shall, within thirty (30) days of the close of the hearing, submit his decision in writing which shall set forth therein his findings of fact, reasoning and conclusions on the issue(s) presented to him.

c. The arbitrator shall have no power or authority to make any decisions which (1) requires the commission of an act prohibited by law or decision of the Commissioner of Education; or (2) which is contrary to the Rules and Regulations of the Commissioner of Education or the Board of Regents, or any other rule or regulation having the force and effect of law; or (3) which is violative of the terms of this agreement, nor may he add or subtract from, nor modify any of the provisions of this agreement.

d. The decision of the arbitrator is advisory only.

e. The cost for the service of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

D. Stage IV - Board of Education

1. Within ten (10) school days after receipt of the arbitrator's award, or the recommendations of the Board Committee, if the grievant and the Association elect to bypass Stage III, the Board of Education shall meet in executive session to review the award of the arbitrator and the findings of fact and conclusions submitted by the Board Committee at Stage II. The Board, at its discretion, may request the grievant, or the Association, to present its position on this matter. Upon review of all information, the Board of Education shall make a final and binding decision on the grievance submitted.

ARTICLE XIII

ONE TIME SALARY ADJUSTMENT

Administrators with at least ten (10) years of full-time service as an administrator in the Oneida City School District shall be eligible to elect to receive a one-time salary increase of \$170.00 for 10 month employees, \$185.00 for 11 month employees and \$200.00 for 12 months employees, per year of service to the Oneida City School District at any point beyond the completion of the tenth (10th) year. Notice of the intent to elect such a salary increase must be provided to the Superintendent not later than May 1 of a given year for such an increase to be effective in the following year.

ARTICLE XIV

TRAVEL REIMBURSEMENT

A. Administrators employed under the terms of this agreement who are required by their schedule to move from one school to another to work with students during regularly scheduled school time, will be reimbursed for utilization of their vehicle for travel purposes.

B. An administrator shall be responsible to submit his/her claim for reimbursement expenditures on a monthly basis, utilizing an appropriate form for such purposes as provided by the Business Office of the School District.

C. The rate of reimbursement for such approved travel shall be equal to the current rate as established by the IRS.

ARTICLE XV

RETIREMENT INCENTIVE BENEFIT

A. Any administrator who retires and meets the requirements contained in this Article shall be entitled to receive this benefit.

B. Three criteria must be met in order for an administrator to be eligible for this benefit.

1. The administrator must have credited, at the effective date of retirement, a minimum of ten (10) years service in the Oneida City School District and a sufficient number of years of credited service under the applicable Retirement System so that the employee will receive an undiminished stipend without penalty.

2. The administrator must have attained an age, or be within one year of attaining such age, which makes the bargaining unit member eligible for retirement under provisions of the New York State Teachers' Retirement Systems.

3. The retirement must be effective at the conclusion of the school year.

C. An administrator whose effective date of retirement is at the conclusion of the school year which falls within one year, either before or after, the date the administrator is first eligible to receive benefits from either the New York State Teachers Retirement System or the New York State Employees' Retirement System shall receive a retirement incentive bonus of:

2004-05 \$27,000 plus \$55 for each day of accumulated Sick Leave.

D. To qualify for this early retirement benefit, the administrator must submit an irrevocable letter of resignation to the Superintendent not less than six (6) months prior to the effective date of retirement.

E. Any administrator not electing the early retirement incentive benefit under Section C above shall, upon retirement, receive \$55 for each day of accumulated sick leave.

F. An administrator shall receive either of these benefits, "C" or "E", as a non-elective employer contribution to a 403(b) plan able to accept employer contributions. The plan provider shall be mutually selected by the Association and the District.

The employer agrees to remit the maximum amount allowable under the IRS code on behalf of the employee by August 1st following retirement. The employer agrees to pay any excess on the limits as compensation to the employee by August 1st of the year of retirement. If any penalty or other assessment is charged against the District by the Internal Revenue Service (IRS) as a result of an improper contribution to any 403(b) account, the employee shall hold the District harmless for such penalty or other assessment.

G. In the event that there is an Early Retirement Incentive plan available through the New York State Teachers' Retirement System, and in the event that the District elects to participate in such program, an eligible administrator shall have the option of selecting the program offered through the New York State Teachers' Retirement System, or the incentive offered through the provisions of this Article, but not both.

ARTICLE XVI

VACANCIES, PROMOTIONS AND NEW POSITIONS

A. The Superintendent shall notify the President of the Association, in writing, of any administrative or supervisory vacancy prior to public release of such vacancy.

B. Such notification shall include the title for the position, a general description of the duties, the general qualifications for the position, the salary range and the procedures for application.

ARTICLE XVII

HIRING OF STAFF

When new employees are to be hired, both professional and non-professional, who will be under direct supervision of a member of this bargaining unit, such administrator will be given an opportunity to assist in the recruitment, interview and selection of such employee, and to advise the Superintendent of his/her preference for appointment. Credentials of the candidate shall be made available to such administrator, whenever possible, prior to the administrator's involvement in the selection process.

ARTICLE XVIII

EVALUATION

A. An evaluation and next year goal setting conference between each unit member and the Superintendent shall be held annually. The conference shall include from the Superintendent a written evaluation and from each administrator written goals and objectives for the year, including building level plans (where appropriate). Such conference shall take place between July 21st and September 15th.

B. The designated written evaluation form for probationary administrators shall be a rating scale of eight (8) performance appraisal factors entitled Annual Appraisal of Administrative Personnel. The designated written evaluation form for tenured administrators shall be a narrative evaluation based upon goals and objectives and building plans (where appropriate) entitled Annual Evaluation of Performance for Permanently Appointed Administrative and Supervisory Personnel.

C. Written evaluations shall be signed by the Unit Member and the Superintendent. Both parties recognize that the Unit Member's signature does not necessarily indicate agreement with the evaluation. The Unit Member shall have the right to submit a written rebuttal to the annual evaluation report within thirty (30) days of the conference date. This rebuttal will be attached to the evaluation report and placed on file in the Unit Member's personnel file.

D. The Superintendent shall make a good faith effort to assist administrators in areas deemed needing improvement and make specific recommendations for such improvement as part of the evaluation process. Any administrator who may be subject to disciplinary action or discharge shall be given notice of such possible action and be given the opportunity to correct the problem through a written improvement plan, if appropriate. If the improvement plan is successfully fulfilled, it will be reflected in the evaluation.

E. Any changes in the evaluation form and/or evaluation procedures must be negotiated with the Oneida Administrators Association.

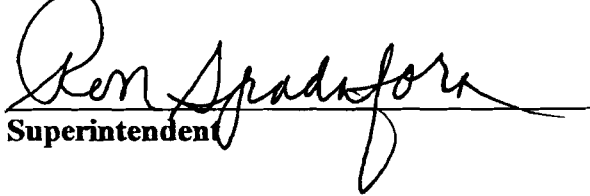
ARTICLE XIX

AGREEMENT

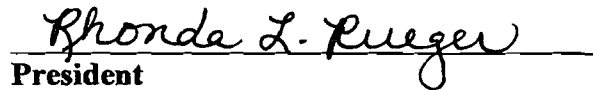
A. The parties agree that this agreement includes all negotiable items to be considered during the term of this Agreement and that negotiations on any item contained herein or not contained herein will not be reopened during the life of this agreement, except through mutual agreement of both parties.

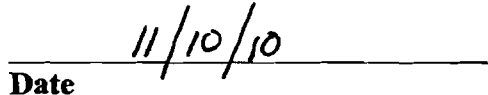
B. The term of the agreement shall be from July 1, 2008, until June 30, 2011. Either party may request a review of this agreement prior to its expiration date.

FOR THE CITY SCHOOL DISTRICT


Superintendent

FOR THE ADMINISTRATIVE UNIT


President


Date

APPENDIX "A"

SABBATICAL LEAVE

The Board of Education may grant Sabbatical Leave of Absence to full-time members of the professional staff of the Oneida City School District upon recommendation of such leave by the Superintendent of Schools. Such leave shall be predicated upon the fact that the professional qualification and competence of the staff member and the general welfare of the public schools of Oneida will be benefitted by such leave.

Any full-time professional employee of the Oneida City School District who meets the qualifications shall be eligible to apply for Sabbatical Leave.

CONDITIONS AND REQUIREMENTS FOR QUALIFICATION

1. Applicant must hold a Life or Permanent Administrative Certificate.
2. Applicant must have been in the employ of the Oneida City School District seven (7) consecutive years, during which period satisfactory service has been rendered by the full-time employee. Absence from service in the District for a period of not more than one year under a leave of absence for which the employee received no pay and which was granted by the Board of Education for professional improvement or for improvement of health, or for military service, shall not be considered as a break in the continuity of services towards meeting the seven (7) consecutive years of service.
3. Subsequent Sabbatical Leaves may be granted after eligibility has been re-established by another period of five (5) consecutive years of satisfactory service as a full-time employee with first requests receiving priority.
4. Two (2) members of the professional staff may be granted a Sabbatical Leave in any one (1) school year.
5. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
6. The applicant shall file with the Clerk of the Board of Education a written agreement stating the (s)he will remain in the service of the Oneida City School District for a period of two (2) years after the expiration of the Sabbatical Leave granted. Default of this agreement shall be governed by the conditions stated in the following sections.

PURPOSE OF SABBATICAL LEAVE

Sabbatical leave is given to full-time professional employees to permit them to improve their ability to render educational service to the Oneida City School District. Such improvement is usually achieved by formal study, research and/or writing and travel. Applications for other types of experience will be considered on their merit and may be approved by the Board of Education upon the recommendation of the Superintendent of Schools.

APPLICATIONS

Applications will be available in the office of each school.

It shall be the duty of the applicant to include with his/her application the following as evidence that (s)he is sincere in his/her request and will fulfill the purposes of the leave.

1. **For Formal Study**

A program of work or of recognized courses which the applicant will participate in and which will qualify him/her for higher credentials in the profession.

2. **Research and/or writing**

An outline of the proposed project with such approval as is necessary to indicate the value of the project to the present or future service of the applicant in the profession and specifically to the Oneida City School District.

3. **Travel**

The professional objectives gained by such travel. The specific means of attaining these objectives, the travel itinerary, and the follow-up plan which applies to the instructional program of the Oneida City School District.

4. **Other reasons**

A plan shall be submitted which will state that professional objectives to be gained or sought by such leave, the specific means of attaining these objectives, and the proposed benefits of such leave to the Oneida City School District.

All applications for Sabbatical Leave must be filed with the secretary of the Superintendent of Schools not later than February 15th, in a plain sealed envelope. The applicant shall be notified by April 1st of the acceptance or rejection of his/her application.

All applications for Sabbatical Leave will be handled by a Sabbatical Leave Committee. This committee will consist of the Superintendent of Schools and four (4) staff members, two (2) from K - 6 and two (2) from 7 - 12, to be selected by the President of the Oneida Administrators Association and the Superintendent of Schools.

All applications shall be referred to this committee for preliminary review and consideration. Each application will be reviewed by a number - not a name. The secretary of the Superintendent of Schools will be the only person to know the name and she will assign the numbers.

The committee shall have the duty of making recommendations concerning all applications for Sabbatical Leave. They shall consider the following factors in making their recommendations in the order listed.

1. **Professional Quality of the Proposal**
 - a. Objectives
 - b. Potential Benefit to the District
 - c. Potential Personal Growth
 - d. Comprehensiveness and Specificity
2. **Seniority in the District**

Sabbatical Leave, once granted, cannot be terminated before the date of expiration except as otherwise agreed upon by the Board of Education and the Superintendent.

The Board of Education reserves the right to make final decisions on all requests for Sabbatical Leave.

Upon approval by the Board of Education, an agreement between the applicant and the school district covering the terms of this policy shall be executed.

COMPENSATION

The compensation of the staff member on Sabbatical Leave shall be on the following basis. If the Leave is for one (1) semester, the compensation shall be at the regular rate. If the Leave is for two (2) semesters, the compensation shall be on a graduated scale based on service to the Oneida City School District.

7 - 8 years	-	50% of salary
9 - 20 years	-	advance 2% each year to 74% of salary
over 20 years	-	75% of salary

This salary shall be based on the salary the applicant would receive as of July 1st of the year he is granted leave. Salary for leave granted for the last semester of the school year would be the salary of the first semester of the school year. The compensation shall be made in accordance with the regular Board provisions for payment of salary to members of the professional staff.

An employee on Sabbatical Leave shall be entitled to automatic salary increment or any other automatic raise authorized by the Board of Education. Other benefits such as retirement, insurance and sick leave shall be maintained during the time of the Leave.

It is the duty of the member of the staff on Sabbatical Leave to keep the business office of the Board of Education informed as to his/her address while on Sabbatical Leave.

REPORTS TO THE SUPERINTENDENT

1. The employee shall immediately request approval from the Superintendent for substantial changes in the planned program of the Leave as outlined in the application.

2. **An Interim Report** - A report containing such information as will enable the Superintendent to determine that the Leave is being used in the proper manner shall be filed with the Superintendent at the mid-point of the Leave.

3. **Final Report** - A final report shall be filed with the Superintendent at the completion of the Leave and shall contain the following:

- a. Official Transcript
- b. Experience gained
- c. Applicant's evaluation of the benefits achieved or acquired while on leave and how these can be applied to the benefit of the Oneida City School District
- d. A report on the program to be carried out in the school district following the Leave period.

FAILURE TO COMPLETE THE REQUIREMENTS

1. In the event that the Superintendent finds that the employees is not fulfilling the agreement or is dilatory in any respect, the entire sum paid by the Board shall become due and payable immediately and all future payments shall cease.

2. In the event of an emergency situation, whereby the employee cannot fulfill the terms of the Leave agreement, the Board of Education will determine if the requirements may be waived because of the circumstances.

3. In the event the employee completes the program satisfactorily, but does not return to the Oneida City School District as agreed in writing, (s)he shall repay to the Board of Education within two (2) years, the entire sum received by him/her from the Board of Education during his/her Leave and an agreement stipulating the means of repayment will be signed by the employee.

4. In the event that an employee does not remain in the employ of the Oneida City School District for a period of two (2) years immediately following his/her Sabbatical Leave, (s)he shall, within two years, repay the Board of Education an amount of money which shall be proportional to services rendered. This does not apply in cases where an individual becomes incapacitated and cannot work, or in cases wherein the Board of Education waives this rules by reason of unusual circumstances.

**ONEIDA CITY SCHOOL DISTRICT
ONEIDA, NEW YORK**

APPLICATION FOR SABBATICAL LEAVE

Number _____ (to be inserted by the Secretary the Superintendent of Schools)

Number of years in teaching or administration _____

Number of years in the Oneida City School District _____

Permanent Certificate (Number and Date) _____

Date on which you would want to accept a Sabbatical Leave

One-half Year _____ One Full Year _____

Attach to this application a typewritten statement indicating the purpose of the Leave. Explain how it would be of professional value to yourself and to the Oneida City School District.

Oneida City School District
Oneida Administrators' Association
Educational Expense Approval & Reimbursement Form

Information

Employee Name:

Date:

Title of Educational Experience:

Description of Educational Experience:

Date(s):

Name of Sponsoring Organization/Institution:

Anticipated Outcomes from attending Educational Experience:

Estimated Expenses

Fee/Tuition:

Payment for Attending:

Mileage:

Materials:

Lodging:

Meals:

Approval

Association President (Signature & Date)

Superintendent (Signature & Date)

*For reimbursement, attach the following to a completed voucher and submit to District Office:

- ↓ a copy of this approved form
- ↓ evidence of attendance or completion 27
- ↓ evidence of payment